

**EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

SAMANTHA RAJAPAKSE

Plaintiff

Case: 2:17-cv-12970
Judge: Lawson, David M.
MJ: Davis, Stephanie Dawkins
Filed: 09-08-2017 At 09:38 AM
CMP RAJAPAKSE V. CREDIT ACCEPTANCE
CORPORATION ET AL (NA)

v.

CREDIT ACCEPTANCE CORPORATION

Brett A. Roberts, CHIEF EXECUTIVE OFFICER for Credit Acceptance Corporation
Steven M. Jones, PRESIDENT for Credit Acceptance Corporation
Kenneth S. Booth, CHIEF FINANCIAL OFFICER
Douglas W. Busk, TREASURER
Charles A. Pierce, CHIEF LEGAL OFFICER
Arthur Smith, CHIEF ANALYTICS
John S. Soave, CHIEF INFORMATION OFFICER
Daniel A. Ulatowski, CHIEF SALES OFFICER

BOARD of CREDIT ACCEPTANCE CORPORATION

Glenda Flanagan, EXECUTIVE VICE PRESIDENT, WHOLE FOODS MARKET
Thomas N. Tryforus, PRIVATE INVESTOR
Scott J. Vassauzzo, MANAGING MEMBER, Prescott General Partners, LLC

Defendant (s)

COMPLAINT

TO THE HONORABLE DISTRICT COURT OF EASTERN MICHIGAN, PLAINTIFF,
Samantha Rajapakse (hereinafter as Plaintiff or Rajapakse) , do hereby submit to the court her complaint
against Defendant(s), Credit Acceptance Corporation , its executives, board members, employees and
affiliate with this company directly or indirectly before this court. Plaintiff is seeking a reopening of the
original complaint 16-13144 or this serves as a new complaint.

Plaintiff filed her original complaint before this court, *docket: 16-13144* presided by Magistrate Stephanie Dawkins, which dismissed **WITHOUT PREJUDICE** due to both parties was agreeing to arbitrate this issues before the court.

Plaintiff states she attempted resolve the dispute by submitting a letter of arbitration with Credit Acceptance Corporation on several occasions which did not respond. Both parties requested arbitration before the court. Plaintiff states Credit Acceptance Corporation only agreed to arbitration as long as the case pending before the court was dismissed which later they rejected all of Plaintiff's good faith submissions.

Plaintiff states Credit Acceptance Corporation Counsel communicated with her asking would she settle her claim if her negative reporting be purged from her credit and Credit Corporation would remove the account from her credit. Credit Acceptance Corporation Counsel stated to have the negative and removal of the account on Plaintiff's record would take anywhere from 2 to 3 months. Part of Credit Acceptance Corporation settlement would prohibit Plaintiff from bringing a lawsuit for past tense and future damages. Counsel for Credit Acceptance Corporation refused to place any offer in writing for Plaintiff to even consider. Plaintiff submitted her written offer of good faith proposing a reasonable offer to Credit Acceptance Corporation. Plaintiff proposed Credit Acceptance Corporation to satisfy the account as paid in full, provide her with a letter of the , release and clear of the title, and damages during the repair of her credit of the amount of \$5,900.00. Credit Acceptance Corporation waited for the district court to officially dismiss the case and denied any offers and shut down **ALL** communications with Plaintiff

JURISDICTION

Court has jurisdiction under FRCP 4 over personal jurisdiction in regards to fact and law. Plaintiff, Rajapakse obtained the loan of the state of Tennessee. Defendants, Credit Acceptance Corporation it's Executives and Board Members are located of the state of Michigan. The Court also have jurisdiction of any act that constitute a federal fraud submitted by a private citizen in civil and criminal charges. Bringing the charge against Credit Acceptance Corporation the court shall prohibit any retaliation by attempted to threaten or repose any vehicle of its buyers or anyone that brings action before this court in supporting criminal intent with this company.

CREDIT ACCEPTANCE CORPORATION VIOLATION OF FEDERAL AND STATE LAWS
UNDER THE GUIDELINES OF THE RICO ACT

Under the RICO Act requirements that has to be met are violation of federal and state guidelines. The guidelines met are violations Credit Acceptance Corporation has violated have met the requirement for Plaintiff to ask for the court to petition for the United States Attorney General and or the State Attorney General in Michigan to forward for an investigation into this matter. Plaintiff is stating her complaint under these laws are is asking the court may others submit a claim showing violation of this law as well in seeking an investigation with the federal and state Attorney General.

Under the court jurisdiction a private party may bring these actions before the court for litigation.

RACKETEERING INFLUENCE ORGANIZE CORRUPTION ACT (RICO) 18 U.S. 1961-1968

SECURITY AND COMMISSIONS FRAUD 18 U.S.C. 1348

AFFINITY FRAUD

TRUTH IN LENDING ACT 15 U.S.C. 1606-1664

TELEPHONE CONSUMER PROTECTION ACT (TCPT) 47 U.S.C. 227

FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C. 1692 (1) (a)

FRAUD

FAIR CREDIT REPORTING ACT

MICHIGAN CONSUMER PROTECTION ACT

TENNESSEE CONSUMER PROTECTION ACT.

PLAINTIFF AND DEFENDANT

Samantha Rajapakse is a buyer and Plaintiff in this matter against Credit Acceptance Corporation. The original is stated as Tennessee Credit Acceptance Corporation.

Brett A. Roberts, Executive Officer for Credit Acceptance Corporation and is a Defendant in this complaint with full knowledge of the matter before the court.

Steven M. Jones, President of Credit Acceptance Corporation and is a Defendant in this complaint with full knowledge of the matter before the court.

Kenneth S. Booth, Chief Financial officer of Credit Acceptance Corporation and is a Defendant in this complaint with full knowledge of the matter before the court.

Douglas W. Busk, Treasurer of Credit Acceptance Corporation and is a Defendant in this complaint with full knowledge of the matter before the court.

Charles A. Pierce, Chief Financial Officer of Credit Acceptance Corporation and is a Defendant in this complaint with full knowledge of the matter before the court.

Arthur Smith, Chief Analytics for Credit Acceptance Corporation and is a Defendant in this complaint with full knowledge of the matter before the court.

John S. Soave, Chief Information Officer for Credit Acceptance Corporation and a Defendant in this complaint with full knowledge of the matter before the court.

Daniel A. Ulatowski, Chief Sales Officer for Credit Acceptance Corporation and a Defendant in this complaint with full knowledge of the matter before the court.

Glenda Flanagan, a board member for Credit Acceptance Corporation and the President of Whole Foods Market

Thomas N. Tryforus, a board member for Credit Acceptance Corporation, Private investor

Scott J. Vassauzzo, a board member for Credit Acceptance Corporation Managing member for Prescott General Partners, LLC which Credit Acceptance Corporation is a major investor.

All Defendants are fully aware of the illegal practices and behavior Credit Acceptance is committing and has condone, support, encourage, have full knowledge, or engaged in it directly or indirectly.

SUMMARY OF THE COMPLAINT

Plaintiff, Buyer Samantha Rajapakse purchased a vehicle with A-1 Auto sales in Memphis, Tennessee, Shelby County, which was financed through Credit Acceptance Corporation. Plaintiff was told the vehicle had an extended warranty attached to the vehicle. The warranty was attached to the loan financing the vehicle to equal one total payment of 363.91. Upon financing Plaintiff was told the extended warranty could be used at any dealership or repair shop to be repaired. From the time of purchase until

June, 2016, Ms. Rajapakse was denied by dealerships and repair shops and the warranty was not honored. On June, 2016 after repeatedly requesting termination of the warranty and an adjustment of her account, Credit Acceptance Corporation terminated the warranty and credit her account of \$150.00. Ms. Rajapakse disputed the account with the three credit bureaus and with the Department of Justice Consumer Protection Bureau in which Credit Acceptance Corporation informed her it was not a service warranty but a discount service.

During the filing of the original complaint, Ms. Rajapakse found evidence of a major discrepancy on her credit report of Experian. Credit Acceptance Corporation reported the original loan as \$10,089 and was sending Ms. Rajapakse a letter of default dated April, 2016 of the amount over \$17,000.00. Credit Acceptance Corporation reported on Credit Karma the case was dismissed. Plaintiff, Rajapakse filed the dispute with all three credit bureaus showing Credit Acceptance Corporation violation of the Fair Credit Report Act. Since Credit Acceptance Corporation states the original balance is less than \$17,000.00 the vehicle is paid for and therefore the title should be released.

CREDIT ACCEPTANCE CORPORATION IS A PREDATORY LENDER

Credit Acceptance Corporation has preyed on disadvantage consumers who have credit issues or credit problems obtaining a loan with primary lenders. The interest rate is excessive than a normal rate. Credit Acceptance Corporation and its dealer states the warranty is optional but it is automatic attached to the loan of the vehicle with Credit Acceptance Corporation. The warranty is marketed and sold through Credit Acceptance Corporation after selling the warranty, does not offer any additional terms and condition to the buyer nor provide any additional terms and conditions to the warranty. The consumer, like Plaintiff, assume the vehicle can be taken to any dealership or repair center to have the vehicle repair only to find out this statement is false. When buyer, like Plaintiff inform Credit Acceptance Corporation of the difficulty of honoring the warranty, they are not provided a refund, adjustment of the buyer's account to reflect the cancellation until the terms. Credit Acceptance Corporation waits until the warranty has expired even when the buyer is attempting to use the warranty before stating to the buyer they can no longer received a refund or adjustment on the account. Because of this, Credit Acceptance Corporation behavior is defined, as a Predatory lender due to their unfair, deceptive, and fraudulent practices during the loan origination process.

**PARTIES WHO WISH TO SUBMIT A COMPLAINT AGAINST CREDIT ACCEPTANCE
CORPORATION IN SUPPORT OF CRIMINAL CHARGES**

The court cannot certify this in a civil matter as a "class action" due to no attorney assigned to Plaintiff as counsel. But the court do not have to disregard any parties that submit evidence in this complaint to support Fraud which is a criminal act. Individuals who filed affidavits in showing the court the pattern and practice of Credit Acceptance Corporation should be allowed to do so as pro se and at the same time support as a whole the criminal activities being committed in this complaint.

Credit Acceptance Corporation should not be above the law and should be treated the same way and any lender or banking institution. The courts and agencies have protected consumer rights against Wells Fargo, Bank of America and other institution with those who the consumer has place their trust in being fair and honest in its transactions.

**CREDIT ACCEPTANCE CORPORATION ARBITRATION CLAUSE IS VOID UNDER THE RICO
ACT.**

The court cannot support an illegal activity base on an arbitration clause which one party assumed the other party was in good faith. Credit Acceptance Corporation came into the agreement with not only unclean hands but with intent on deceiving Plaintiff and therefore, Plaintiff is not obligated to Credit Acceptance for arbitration and seek the court for relief. Credit Acceptance Corporation cannot continue to deceit and commit a criminal act against its buyers and then hide behind an arbitration clause. Credit Acceptance Corporation is already preying on those misfortune using MIFA style terms and conditions as well as retaliation when its buyer/customers confront their dishonesty.

18 U.S.C. § 1964

(a)

The district courts of the United States shall have jurisdiction to prevent and restrain violations of section 1961 of this chapter by issuing appropriate orders, including, but not limited to: ordering any person to divest himself of any interest, direct or indirect, in any enterprise; imposing reasonable restrictions on the future activities or investments of any person, including, but not limited to, prohibiting any person from engaging in the same type of endeavor as the enterprise engaged in, the activities of which affect interstate or foreign commerce; or ordering dissolution or reorganization of any enterprise, making due provision for the rights of innocent persons.

(b)

The Attorney General may institute proceedings under this section. Pending final determination thereof, the court may at any time enter such restraining orders or prohibitions, or take such other actions, including the acceptance of satisfactory performance bonds, as it shall deem proper.

(c)

Any person injured in his business or property by reason of a violation of section 1962(a)(1) of this chapter may sue therefor in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee, except that no person may rely upon any conduct that would have been actionable as fraud in the purchase or sale of securities to establish a violation of section 1962. The exception contained in the preceding sentence does not apply to an action against any person that is criminally convicted in connection with the fraud, in which case the statute of limitations shall start to run on the date on which the conviction becomes final.

(d)

A final judgment or decree rendered in favor of the United States in any criminal proceeding brought by the United States under this chapter shall estop the defendant from denying the essential allegations of the criminal offense in any subsequent civil proceeding brought by the United States.

**CREDIT ACCEPTANCE CORPORATION ARBITRATION AND ARBITRATION CLAUSE IS
NOT TO BE TAKEN IN GOOD FAITH.**

Under the recommendation of Magistrate Stephanie Dawkins, both parties agreed of their pleading to arbitrate the issues before the court. Magistrate Dawkins dismissed the case **WITHOUT PREJUDICE**. August 8, 2017 Plaintiff sent Credit Acceptance Corporation a letter demanding Arbitration, Credit Acceptance Corporation did not respond. On August 15, 2017 Plaintiff sent a letter demanding Arbitration with Counsel for Credit Acceptance Corporation, counsel did not respond. On the 21 of August 2017 Plaintiff sent a letter to the Board of Directors through a third party, Lighthouse Services informing the parties of the recommendation of the court. Counsel For Credit Acceptance Corporation sent Plaintiff an email informing her of the process of arbitration and requested her to contact him. During communication Counsel for Credit Acceptance Corporation asked if Credit Acceptance Corporation would remove the negative trait and removed Credit Acceptance Corporation from her entire account would that settle the case. Plaintiff question counsel regarding the damages and the vehicle which he was unaware Plaintiff still had possession of. Counsel refused to put any offer in writing or make it official for Plaintiff to review.

Plaintiff contacted a credit repair agency regarding Credit Acceptance Corporation "asking" and was told to get the offer in writing so if there was a dispute in the future Plaintiff would be able to provide

proof. Credit Acceptance Corporation refuse to put anything in offer and attempted to bully Plaintiff into providing them with an acceptance on the spot.

Plaintiff sent Counsel and Credit Acceptance Corporation a written and revised arbitration. Counsel sent Plaintiff an email stating the court had dismissed her case and therefore, Credit Acceptance Corporation had rejected her offer. Counsel for Credit Acceptance Corporation stated Ms. Rajapakse need to refer to the arbitration clause which is vague in language. Plaintiff sent a second notice asking to clarify was it the original or the revised. Counsel for Credit Acceptance Corporation stated Credit Acceptance Corporation had the right to arbitration or not. Counsel has refused to communicate with Plaintiff.

On August 31, 2017 Experian, a credit reporting agencies corrected Credit Acceptance Corporation error on the credit report. Credit Acceptance Corporation was fully aware of Experian correcting the credit report and assume they would offer this as a settlement.

CREDIT ACCEPTANCE FALSE REPORTING OF ITS ASSETS VIOLATES OF THE SECURITY AND COMMISSION ACT. FRAUD

The Security and Exchange Commission constitute this type of behavior by Credit Acceptance Corporation as Security Fraud:

Securities fraud, also known as stock **fraud** and investment **fraud**, is a deceptive practice in the stock or commodities markets that induces investors to make purchase or sale decisions on the basis of false information, frequently resulting in losses, in violation of **securities** laws.

Credit Acceptance Corporation hired Lighthouse service in customers and employees to report anonymous any wrongdoing in the company. All complaints which are received through Lighthouse services are provided to the Board of Directors and the Executive Management. One of the attention Light house focus on is Manipulation of Accounts. Plaintiff has sent numerous letters regarding her account to the Board and Executive Members of Credit Acceptance who provides it to their counsel who bullies their customers. This cause of actions prevents buyers of Credit Acceptance in reaching out due to retaliation and harassment of their account like they are doing to Ms. Rajapakse.

Scott J. Vassauzzo, board member for Credit Acceptance Corporation and managing member of Prescott General Partners, LLC which Credit Acceptance Corporation is one of its largest clients. Prescott General Partners, LLC receives its information about Credit Acceptance Corporation reporting the Security and Exchange commission reports as stated on their website Vassauzzo, who has full knowledge of accounts and other issues filed in this about Credit Acceptance unethical behavior including the fraudulent warranties provide to its customers, as a board member has refused to report, investigate, or inquiry any wrongful allegation against Credit Acceptance. Vassauzzo act is a violation of federal and state laws indicated in this complaint.

Thomas N. Tryforus, a board member for Credit Acceptance Corporation and a private investor. Tryforus interest is secured by being a board member and his investment in Credit Acceptance Corporation.

Glenda Flanagan, board member and Executive Vice President of Whole Foods Market has full knowledge of Credit Acceptance behavior and deceit with its buyers and has failed to report, investigate or inquiry into Credit Acceptance Corporation .

Douglas W. Busk, a board member for Credit Acceptance Corporation and the Treasurer. Busk has full knowledge of all assets and profit for Credit Acceptance Corporation financial statements. Busk position assist him.

Charles A. Pierce is an Executive member of Credit Acceptance and has fully knowledge of the fraud and has assist, supported, condone, and supplied information of fraudulent warranties causing additional profits, benefits to the SEC, IRS which is a violation.

CREDIT ACCEPTANCE CORPORATION ARBITRATION CLAUSE IS VOID UNDER THE
INTERNAL REVENUE TAX FRAUD

Credit Acceptance Corporation of illegal behavior has been wide spread from State to State causing many buyers economic suffering in financing a vehicle. Due to its widespread, all parties of Credit Acceptance Corporation, including its Board of Directors has supported, assist, condone, in this illegal act in order to benefit in profits investments for the company, investors, and executive whom to receive bonuses. Since their information is reported to the Security Exchange, it is also reported to the IRS as well and therefore, they are committing fraud. The IRS states any document that is altered/False is a violation of Fraud. Credit Acceptance Corporation two documents showing one balance to the credit bureaus and one to Plaintiff supports altered or false documents.

CREDIT ACCEPTANCE CORPORTION HAS COMMITTED MAIL AND WIRE FRAUD

Credit Acceptance Corporation collects its debts by telephone calls and mail of default. Part of that collection are fraudulent warranties attached to the note. The United States Postal service qualifies Credit Acceptance Corporation acts as fraudulent.

§ 1341. Frauds and swindles.

Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both.

CREDIT ACCEPTANCE CORPORATION VIOLATED THE MICHIGAN PROTECTION ACT. AND THE TENNESSEE CONSUMER PROTECTION ACT

Laws under 445.901-905 of the Michigan Consumer Protection Act clearly states it is fraud to offer services or good either directly or as a party to anyone with deceit intentions to defraud. Credit Acceptance cannot provide any of its buyers the names and location of where the service can be rendered. They simply state take it to any dealer. One person (Michigan Residence) who evidence will be submitted to this court states he was provided a location by Credit Acceptance Corporation where to get his vehicle service. When the buyer attempted to have the vehicle serviced he was denied. Another buyer (Marcus Mays) of Credit Acceptance (Tennessee) states he was informed the same information as the Michigan party and Plaintiff he could take his car anywhere to have it service only to find out it was not honored and he had to pay out of pocket. Tennessee Consumer Protection Act states it is violation to offer services to buyers without providing the location or honoring the agreement. Plaintiff states these are not just isolated situations but there are hundreds on social media making the same claim against Credit Acceptance Corporation. In support of the RICO Act, Plaintiff will submit to the court in disk drive the stories on the social media regarding Credit Acceptance Corporation behavior in support of this complaint. Mays filed a petition in the previous complaint seeking to be included as witness and complaint in the fraudulent warranty. The court never replied. Mays again seek to gain access in supporting the complaint claim of the fraudulent warranty submitted for his vehicle.

**CREDIT ACCEPTANCE CORPORATION ARBITRATION CLAUSE IS VOID UNDER THE
TELEPHONE CONSUMER PROTECTION ACT.**

Credit Acceptance Corporation abuses it rights of the Telephone Consumer Protection Act by contacting buyers prior to the date of payment and harass by calling the party many times during the debt. Plaintiff states she did not owe Credit Acceptance Corporation regarding the debt and therefore, no phone calls should have been made to her based on the original amount reported to Experian. Credit Acceptance Corporation also uses the Telephone Consumer Protection Act once a person ask them not to call on their cell phones would cease communication with the buyer and just reposes the vehicle causing financial hardship and forcing the person to pay excessive fees in order to retain the vehicle. Because of Credit Acceptance Corporation's action, they called Plaintiff even when the payment wasn't due and prior to payments. Arrangements that were in a verbal binding agreement to pay, Credit Acceptance Corporation agents continue to arm strong Plaintiff by threatening to take the vehicle which has a location device on if

she did not make a payment to the agent she was speaking with. Plaintiff was informed that she could change payment dates to fit her paycheck, but was later denied that. Credit Acceptance Corporation payment statements provide a ten (10) days grace period but are told by the agents that is not correct. As a result, Credit Acceptance Corporation called Plaintiff on Sundays, After Hours, early mornings before 8am, and many times more than three to five robot calls a day in seeking collection. The calls were during Plaintiff time of work and when she requested Credit Acceptance to cease calls they informed her it was within their rights to contact her on her cell phone during her work hours. Plaintiff had to file a complaint with the Better Business Bureau to cease the calls. This is also a violation of the Fair Debt Collection Practice.

TCPA LAW

People who have received telemarketing calls, unsolicited faxes, prerecorded calls, or autodialed calls to cellphones, may bring suit (in your local state court, including in small claims court) against the person making those calls if they violate the TCPA. The statute provides statutory damages, generally from \$500 to \$1500 for each violation, which are paid to the consumer.

Credit Acceptance Corporation Arbitration Clause cannot be used when the evidence support any act that such as this. TCPA should not be used

VIOLATION OF FAIR DEBT COLLECTION ACT AND THE RELEASE OF TITLE AND DAMAGES:

On August 31, 2017 credit reporting agency Experian corrected Plaintiff's credit rating by 11 point due to Credit Acceptance Corporation fraudulent reporting after Counsel communicated with Plaintiff in seeking an "asking" of settlement. Credit Acceptance Corporation intentionally reported false information to all three credit bureaus in an attempt to extort money from Plaintiff by using the vehicle as a hostage leverage. Since Experian has already corrected the account, Plaintiff is petitioning the court for the release of her title to the vehicle and for her to seek damages which was caused by Credit Acceptance for intentionally failure to timely correct her credit.

EVIDENCE ATTACHED

Partial evidence submitted with the complaint shows Plaintiff's attempt to arbitrate as agreed. Within 10 days, additional evidence will support Plaintiff's claim as soon as Credit Acceptance Corporation received notice of the dismissal they denied, rescinded arbitration in evidence of emails. It

was never intended by Credit Acceptance Corporation to attempt to arbitrate and only used that clause to cause additional damage to Plaintiff.

BRIEF ARGUMENT OF COMPLAINT

The Executive and Board of Directors of Credit Acceptance Corporation have hid behind laws that support true businesses in establishing this MIFA type business. Federal Laws have been broken in support of their illegal schemes against its buyers. When a buyer complains about the way Credit Acceptance Corporation handles their account, they bully their customers by threatening to take possession of the vehicle with or without warning. Although Plaintiff brings this complaint before the court, additional parties wish to provide support that the pattern and practice of Credit Acceptance is wide spread and threat to not only Plaintiff, but those in other states, mainly Michigan. Plaintiff's rights or any other person should not be denied because no representation before the court or because of race, color or creed. Credit Acceptance should not be allow to continue to commit a criminal act against its buyer while the court states the arbitration clause of a contract. Especially when a criminal act has occurred as well.

The Board of Directors are committing a criminal act as well against the buyers if a third party agency is providing them of wrong doing caused by Credit Acceptance Corporation and they fail to contact an outside agency to report wrongdoing or apply corrective actions to prevent further actions against its customers.

Damages: Credit is the most important thing in this world. It supports how you obtain a good job, housing, and insurance. Those who have fair or damaged credit know all too well the cost of having damage credit. Plaintiff was attempting to rebuild her credit after a divorce which dropped her credit score.

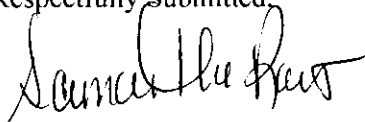
RELIEF PLAINTIFF SEEKS AGAINST CREDIT ACCEPTANCE CORPORATION AND ALL OTHER PARTIES:

1. The court allow all parties to submit an affidavit against Credit Acceptance in supporting fraud caused and to be used an all cases related to credit acceptance.
2. The court will submit evidence to the appropriate agencies under the laws for criminal prosecution of the same claim against Credit Acceptance.
3. Plaintiff seek relief by Credit Acceptance Corporation releasing the title of the vehicle in dispute free and clear to her.

4. Plaintiff be entitled to injunctive relief and any parties who submit proof against Credit Acceptance Corporation of fraud.
5. Credit Acceptance send a letter to Plaintiff to have her credit restored as paid in good faith.
6. Plaintiff seek treble damages against Credit Acceptance Corporation for all emotional and actual damages cause by their fraudulent warranty scheme.
7. Plaintiff seek damages for violation of the Telephone Consumer Protection Act against Credit Acceptance Corporation.
8. The court provide injunctive relief of all parties submitting documentation of support of the criminal acts of Credit Acceptance Corporation.
9. The court award Plaintiff in the amount of 250,000 two hundred and fifty thousand dollars for harassment, falsifying documents, emotional duress.

IT IS THEREFORE PETITIONED TO THE COURT.

Respectfully Submitted,



Samantha D. Rajapakse
45 7th Calvary
Fort Leavenworth, KS 66027
901.237.0744

CERTIFICATE OF SERVICE

This serves a copy of the complaint that maybe required for the reopening of the complaint to be served to the opposing parties on 5th of September, 2017 by United States Postal Service.

Respectfully,

Samantha Rajapakse

MIED ProSe 1 (Rev 5/16) Complaint for a Civil Case

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

SAMANTHA RAJAPAKSE

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

v.

CREDIT ACCEPTANCE CORPORATION

Brett Roberts	Daniel A. Ulatowski
Steven M. Jones	Board
Kenneth S. Booth	Glenda Flanagan
Douglas W. Busk	Thomas N. Tryforus
Charles A. Pierce	Scott J. Vassauzzo
Arthur Smith	
John S. Soave	

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No.

(to be filled in by the Clerk's Office)

Jury Trial: ☒ Yes ☐ No
(check one)

Complaint for a Civil Case

MIED ProSe 1 (Rev 5/16) Complaint for a Civil Case

I. The Parties to This Complaint**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>Samantha Rajapakse</u>
Street Address	<u>45 7th Calvary Road</u>
City and County	<u>Fort Leavenworth</u>
State and Zip Code	<u>KS 66027</u>
Telephone Number	<u>901-237-0744</u>
E-mail Address	<u>samantharajapakse@ymail.com</u>

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	<u>Credit Acceptance Corporation</u>
Job or Title (if known)	<u></u>
Street Address	<u>255505 W. Twelve Mile Road</u>
City and County	<u>Southfield</u>
State and Zip Code	<u>MI 48002</u>
Telephone Number	<u></u>
E-mail Address (if known)	<u></u>

Defendant No. 2

Name	<u>Brett Roberts</u>
Job or Title (if known)	<u>CEO</u>
Street Address	<u>255505 W. Twelve Mile Road</u>
City and County	<u>Southfield</u>
State and Zip Code	<u>MI 48002</u>
Telephone Number	<u></u>
E-mail Address (if known)	<u></u>

MIED ProSe 1 (Rev 5/16) Complaint for a Civil Case

Defendant No. 3

Name	<u>Steven M. Jone</u>
Job or Title (if known)	<u>President</u>
Street Address	<u>255505 W Twelve Mile Road</u>
City and County	<u>Southfield</u>
State and Zip Code	<u>MI 48002</u>
Telephone Number	<u></u>
E-mail Address (if known)	<u></u>

Defendant No. 4

Name	<u></u>
Job or Title (if known)	<u></u>
Street Address	<u></u>
City and County	<u></u>
State and Zip Code	<u></u>
Telephone Number	<u></u>
E-mail Address (if known)	<u></u>

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (*check all that apply*)

☐ Federal question

☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

MIED ProSe I (Rev 5/16) Complaint for a Civil Case

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

- a. If the plaintiff is an individual
The plaintiff, (name) Samantha Rajapakse,
is a citizen of the State of (name) Tennessee.
- b. If the plaintiff is a corporation
The plaintiff, (name) Credit Acceptance,
is incorporated under the laws of the State of (name)
Michigan, and has its principal place of business in the
State of (name) Michigan and Tennessee.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

- a. If the defendant is an individual
The defendant, (name) Brett Roberts, is a citizen of the
State of (name) Michigan. Or is a citizen of (foreign
nation) _____.
- b. If the defendant is a corporation
The defendant, (name) Steven M. Jones, is incorporated
under the laws of the State of (name) Michigan, and
has its principal place of business in the State of (name)
_____. Or is incorporated under the laws of
(foreign nation) _____, and has its principal place
of business in (name) Credit Acceptance Corp..

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

Defendants listed is doing as a citizen and business in the state of Michigan

Brett Roberts
Kenneth S. Booth
Douglas W. Busk
Charles A. Pierce
Arthur Smith
John S. Soave

Daniel A Ulatowski
Glenda Flanagan
Thomas N. Tryforus
Scott J. Vassauzzo

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (*explain*):

Defendants sold Plaintiff a fraudulent warranty in which would not be honored. Refused to properly credit her account. Defendants damaged her credit by providing false information causing additional damage to her credit. The negative reporting caused Plaintiff to be denied employment, housing, and insur.

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

Plaintiff obtained a loan from Credit Acceptance Corporation and purchased a warranty. During the court of the tenture of the warranty it was not honored anywhere. Plaintiff attempted to have it cancelled and CAC refused to cancel it. They later cancelled it before it expired and suppose to have credit the account 150.00. The amount was attached to the loan at 29% which made it \$5100.

The parties agreed to arbitrate the matter and the court dismissed the case. CAC later recsended the arbitration shortly after. Since the complaint others customers are coming out in submitting affidavits in support of the criminal act caused by CAC

CAC error provided to Experian caused this additional suffering.

MIED ProSe I (Rev 5/16) Complaint for a Civil Case

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Seeking Actual damages in the amount of \$250,000 for duress, pain and suffering cause by the. I am entitled because I have been disputing this over a year. due to their error over the warranty including housing, decrease my credit score, and increase of insurance (health, auto).

Return of the title clear.

Letter of account paid in full

To be turned over the other agencies for criminal investigation.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: September 5, 2017.

Signature of Plaintiff _____

Printed Name of Plaintiff _____

MIED ProSe 1 (Rev 5/16) Complaint for a Civil Case

Additional Information:

This case was dismissed by the court so both parties could arbitration. Shortly after dismissal CAC immediately shut down any kind of communication

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

County in which action arose: _____

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SAMANTHA D. RAJAPAKSE

DEFENDANTS

CREDIT ACCEPTANCE CORPORATION

(b) County of Residence of First Listed Plaintiff HAMILTON
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant OAKLAND
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
Pro Se

Attorneys (If Known)
Steven W. King

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input checked="" type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☒ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

personal

Brief description of cause:

company selling fraudulent warranties

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Stephanie DawkinsDOCKET NUMBER 16-13144

DATE 9-5-17
FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD

Samantha Rajapakse Pro Se

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☒ Yes
☐ No

If yes, give the following information:

Court: Eastern District of Michigan

Case No.: 16-13144

Judge: Stephanie Dawkins

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :

Response
45 7th Calvary Rd
St. Lawrence, KS 66007

RECEIVED
SEP - 8 2017
CLERK OFFICE
DETROIT



KANSAS CITY 640
05 SEP 2017 PM

9-5-17 [initials]

United States District Michigan
231 W. Bagleyette Blvd.
Clerks Office
Detroit, MI 48226

~~REDACTED~~

DM

New Lawsuit Check List

Instructions: Put a check mark in the box next to each appropriate entry to be sure you have all the required documents.

<input type="checkbox"/>	Two (2) completed Civil Cover Sheets. <i>None</i>	Case: 2:17-cv-12970 Judge: Lawson, David M. MJ: Davis, Stephanie Dawkins Filed: 09-08-2017 At 09:38 AM CMP RAJAPAKSE V. CREDIT ACCEPTANCE CORPORATION ET AL (NA)
<input checked="" type="checkbox"/>	Enter the number of defendants named in your lawsuit in the blank below, add 2 and then enter the total in the blank. $13 + 2 = 15$ <i>only 1 provided</i> Complaints. <small># of Defendants Total</small> Received by Clerk: <i>NA</i> Addresses are complete: <i>only 3 dfts.</i>	

<input type="checkbox"/>	If any of your defendants are government agencies: Provide two (2) extra copies of the complaint for the U.S. Attorney and the Attorney General.
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If Paying The Filing Fee:		If Asking That The Filing Fee Be Waived:	
<input type="checkbox"/>	Current new civil action filing fee is attached. Fees may be paid by check or money order made out to: Clerk, U.S. District Court Received by Clerk: _____ Receipt #: _____	<input checked="" type="checkbox"/>	Two (2) completed Application to Proceed in District Court without Prepaying Fees or Costs forms. <i>only 1 copy</i> Received by Clerk: <i>NA</i>

Select the Method of Service you will employ to notify your defendants:

Service via Summons by Self	Service by U.S. Marshal (Only available if fees are waived)	Service via Waiver of Summons (U.S. Government cannot be a defendant)
<input type="checkbox"/> Two (2) completed summonses for each defendant including each defendant's name and address. Received by Clerk: _____	<input type="checkbox"/> Two (2) completed USM - 285 Forms per defendant, if you are requesting the U.S. Marshal conduct service of your complaint. <input type="checkbox"/> Two (2) completed Request for Service by U.S. Marshal form. Received by Clerk: _____	<input type="checkbox"/> You need not submit any forms regarding the Waiver of Summons to the Clerk. Once your case has been filed, or the Application to Proceed without Prepaying Fees and Costs has been granted, you will need: <ul style="list-style-type: none"> One (1) Notice of a Lawsuit and Request to Waive Service of a Summons form per defendant. Two (2) Waiver of the Service of Summons forms per defendant. Send these forms along with your filed complaint and a self-addressed stamped envelope to each of your defendants.

Clerk's Office Use Only

Note any deficiencies here: